

ServeGuard Diner Terms of Use

Effective date: August 15, 2026

These ServeGuard Diner Terms of Use (the "Terms") are a legally binding agreement between you and ServeGuard LLC, a Delaware limited liability company ("ServeGuard," "we," "us," or "our"). They govern the ServeGuard diner mobile application, web QR forms, restaurant discovery, allergy and dietary communication tools, saved profiles, visit records, reviews, websites, support, and related diner services (collectively, the "Diner Service").

By creating an account, accepting these Terms, submitting a web QR form, or using the Diner Service, you agree to these Terms and acknowledge the Diner Privacy Policy and Consumer Health Data Privacy Policy. If you do not agree, do not use the Diner Service.

1. Eligibility and supervised use

- 1 You must be at least 18 years old to use the Diner Service independently. If you are 13 through 17, you may use it only with the supervision and permission of a parent or legal guardian who agrees to these Terms on your behalf and is responsible for supervising your use.
- 2 A child under 13 may not create an account or submit a form directly. A parent or legal guardian may use the Diner Service in the adult's own name to communicate information concerning a child and must supervise all related decisions and restaurant communications.
- 3 If you use the Diner Service for another person, you represent that you are authorized to provide the information and obtain the consents shown. You must not impersonate a person or submit information without permission.
- 4 The Diner Service is intended for users in the United States. You must comply with applicable law and these Terms.

2. The Diner Service is a communication tool, not medical or restaurant advice

- 1 ServeGuard helps transmit and organize information that you choose to provide. ServeGuard does not diagnose allergies, assess symptoms, recommend treatment, determine whether food is safe, verify ingredients or cross-contact controls, supervise restaurant personnel, prepare food, or guarantee that a restaurant received, understood, or followed a submission.
- 2 ServeGuard is not a healthcare provider, emergency service, restaurant operator, food-safety authority, allergist, dietitian, laboratory, insurer, or certifier. Information in the Diner Service is general information and not medical advice. Ask a qualified healthcare professional about medical questions.
- 3 A restaurant marked "verified" completed the business or setup checks identified by ServeGuard at that time. Verification is not a medical, safety, ingredient, cross-contact, legal-compliance, or quality certification.
- 4 Restaurant menus, ingredients, allergens, dietary labels, photos, hours, availability, and accommodations are provided or controlled by restaurants and can change. Labels such as vegan, vegetarian, halal friendly, or kosher friendly are restaurant descriptions and are not religious, medical, or safety certifications by ServeGuard.

3. Your safety responsibilities

Always communicate directly with restaurant personnel before ordering and again as appropriate before eating. Confirm the exact allergy or dietary need, current ingredients, substitutions, preparation method, shared equipment, and cross-contact risk. Do not rely exclusively on the Diner Service, a QR code, a push notification, an app display, a downloaded PDF, a saved profile, a menu filter, or a past visit.

If a restaurant cannot safely accommodate you, do not order or consume the item. Carry prescribed medication and follow your healthcare provider's plan. If you believe an allergic reaction or emergency may be occurring, call 911 or the appropriate emergency service immediately. ServeGuard is not monitored as an emergency channel and cannot dispatch help.

4. Allergy and dietary submissions

- 1 You are responsible for reviewing each submission before sending it and for making it accurate, current, and understandable. ServeGuard transmits the information you provide and does not rewrite the substance to favor you or a restaurant.
- 2 You must give separate affirmative consent for ServeGuard to collect and use the allergy or dietary information in a submission and for ServeGuard to share it with the specific restaurant or caterer you selected or scanned. You must also separately acknowledge the safety statement shown with the form.
- 3 A web QR submission session expires five minutes after the form is opened. You must rescan after expiration. A submission applies only to the indicated location, table, event, and visit context; do not assume it applies to a future visit.
- 4 A restaurant-facing submission is designed to remain unchanged after it is sent so it accurately records what was transmitted. ServeGuard may cross-reference a specific record only for authorized support, security, law, or a documented dispute, but does not decide who is correct and does not change the record to protect one party.
- 5 Restaurant-facing allergy-response content and associated identifiers are scheduled for automatic deletion 90 days after submission, unless deleted earlier or temporarily preserved when legally required. If you are signed in, a separate copy in your diner account may remain until you delete it or delete the account.
- 6 You may be offered a temporary download of a submitted record. The download is for your records, may contain sensitive information, and should be stored securely. It is not proof that a restaurant accepted responsibility, received a notification, or prepared food safely.

5. Optional saved allergy profile

Saving an allergy or dietary profile is optional. We ask for consent before saving it. Declining to save a profile does not prevent use of the rest of the Diner Service, and a saved profile is not automatically sent to a restaurant. You must actively review and submit information for the visit. Update or delete the profile when it changes. A saved profile remains until you change it or delete your account, subject to the Diner Privacy Policy.

6. Accounts and authentication

- 1 You must provide accurate account information and keep it current. You may sign in using supported email-and-password, Apple, or Google authentication. Optional phone or SMS verification may be available as an additional account-security method; it is not required unless the application clearly says otherwise for a specific security action.
- 2 Keep your device, credentials, email, phone, verification codes, and provider accounts secure. Do not share codes or let another person use your account. Notify support@serveguardapp.com promptly if you suspect unauthorized use.
- 3 You may not create accounts using another person's email, phone, Apple, or Google identity without authorization; bypass authentication or verification; or use automated methods to create accounts.
- 4 ServeGuard may rely on actions taken through a properly authenticated account. We may require recent reauthentication before a sensitive action such as changing security settings or deleting an account.

7. Reviews

- 1 A signed-in diner may be eligible to submit one review for an eligible verified visit. A review consists only of one-to-five ratings for Service, Food, Allergy Communication, and Atmosphere. ServeGuard calculates the overall rating as the average of those four categories and does not accept written review comments.
- 2 A restaurant's owners and authorized managers may see your chosen display name, category ratings, calculated overall rating, visit context, and limited service details needed to understand the review. Your diner account email is not shared in the restaurant-facing review record. Restaurants may use reviews for service, safety, and quality improvement and may not use them for unrelated marketing or contact unless you separately requested contact.
- 3 ServeGuard may display aggregate restaurant ratings after the minimum publication threshold is reached, currently five eligible reviews. We may exclude fraudulent, duplicate, ineligible, or technically invalid reviews from publication or aggregation.
- 4 If you delete your diner account, ServeGuard deletes your restaurant-facing review records and recalculates affected aggregate review statistics. We do not alter an allergy submission or manufacture facts in response to a review dispute.

8. Privacy and consumer health data

Our Diner Privacy Policy explains general information practices. Our Consumer Health Data Privacy Policy provides additional disclosures and rights concerning allergy, dietary, and related consumer health data. These policies are incorporated for notice but do not create contractual rights beyond applicable law unless expressly stated.

Allergy information in ServeGuard may not be protected by the Health Insurance Portability and Accountability Act ("HIPAA") because ServeGuard and many restaurants are not HIPAA-covered entities. Other privacy, consumer health, breach-notification, and consumer-protection laws may apply.

ServeGuard does not sell personal information or consumer health data for money, share it for cross-context behavioral advertising, use precise geofencing to identify people seeking health-related services, or use identifiable allergy submissions for unrelated advertising or general-purpose AI-model training.

9. Account deletion

- 1 You may request deletion through the account settings. For security, you must reauthenticate using the method linked to your account. Apple-linked deletion includes revocation of the Sign in with Apple authorization; Google-linked deletion includes provider reauthentication and disconnection; password accounts require recent password reauthentication.
- 2 Diner account deletion is intended to begin immediately after successful verification and is not subject to the restaurant 30-day archive. ServeGuard deletes the diner profile and diner-owned allergy, visit, and private-rating records; deletes restaurant-facing visit reviews and recalculates affected aggregates; and deletes the Firebase Authentication user.
- 3 Restaurant-facing allergy submissions already shared with the selected restaurant remain subject to their original 90-day automatic expiration and any verified earlier-deletion right under applicable law. Isolated backups, security logs, consent records, records needed to prevent fraud, and records required by law may remain for limited periods and are not used for another purpose.
- 4 Deleting the ServeGuard app from your device does not delete your account. If in-app deletion fails, contact privacy@serveguardapp.com. We may need to verify your identity and may request a specific review deletion separately from an account-deletion request.

10. Acceptable use

You must not:

- violate law, another person's rights, or restaurant or venue rules;
- submit false medical, allergy, identity, visit, or review information;
- threaten, harass, discriminate, defame, impersonate, or expose another person's private information;

- access another account, restaurant, table, event, record, or system without authorization;
- alter, replace, clone, or distribute deceptive ServeGuard QR codes or links;
- probe, scan, scrape, reverse engineer, bypass, disable, overload, or interfere with the Diner Service or its security, except to the limited extent a restriction is prohibited by law;
- upload malware, automated traffic, spam, or infringing content;
- use the Diner Service for commercial resale, data brokerage, advertising profiles, surveillance, or AI-model training; or
- represent that ServeGuard provides medical advice or guarantees restaurant safety.

11. Third-party restaurants and services

Restaurants and caterers are independent businesses, not agents, employees, or representatives of ServeGuard. Their food, premises, personnel, communications, decisions, and privacy practices are their responsibility. Any transaction for food or services is between you and the restaurant.

The Diner Service may rely on Apple, Google, Firebase, app stores, device-camera features, email, and other third-party services. Their own terms and privacy policies govern their independent processing. Camera access is used to read QR-code metadata when you choose to scan; ServeGuard does not store the camera image as part of normal QR scanning. The Diner Service does not collect GPS or precise device location for restaurant discovery.

12. Ownership and license

ServeGuard and its licensors own the Diner Service, software, designs, workflows, documentation, marks, and related intellectual property, excluding your content and restaurant-provided content. Subject to these Terms, ServeGuard grants you a limited, personal, nonexclusive, nontransferable, revocable license to use the Diner Service for lawful, noncommercial personal use. No rights are granted by implication. You may provide suggestions, which ServeGuard may use without restriction or compensation and without publicly identifying you as the source.

13. Changes, availability, and termination

- 1 We may update, improve, discontinue, or change features; perform maintenance; or restrict access when reasonably necessary for security, legal, operational, or safety reasons. We do not promise uninterrupted, error-free, or permanently available service.
- 2 We may suspend or terminate access for material or repeated violations, fraud, unauthorized access, threats, unlawful conduct, or unreasonable risk to other users or the Diner Service. When practicable, we will give notice and an opportunity to appeal through support.
- 3 You may stop using the Diner Service at any time and may delete your account as described above. Sections that by their nature should survive will survive, including ownership, disclaimers, liability limits, indemnity, dispute resolution, and general terms.

14. Disclaimer of warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DINER SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." SERVEGUARD DISCLAIMS IMPLIED AND STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE. SERVEGUARD DOES NOT WARRANT THAT THE DINER SERVICE, A RESTAURANT, A MENU, AN INGREDIENT STATEMENT, A NOTIFICATION, A QR CODE, A SUBMISSION, A REVIEW, OR A SAVED PROFILE IS ACCURATE, COMPLETE, CURRENT, UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR SUFFICIENT TO PREVENT AN ALLERGIC REACTION, CROSS-CONTACT, MISCOMMUNICATION, OR OTHER HARM.

Nothing in these Terms excludes a warranty or consumer right that cannot lawfully be excluded.

15. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVEGUARD AND ITS AFFILIATES, PERSONNEL, AND CONTRACTORS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOST PROFITS, BUSINESS, GOODWILL, OR DATA; OR DAMAGES ARISING FROM A RESTAURANT'S FOOD, INGREDIENTS, PREPARATION, CROSS-CONTACT, PREMISES, PERSONNEL, OR FAILURE TO ACT, EVEN IF ADVISED OF THE POSSIBILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVEGUARD'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE DINER SERVICE OR THESE TERMS WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS.

These exclusions and limits do not apply to ServeGuard's fraud, willful misconduct, or gross negligence; liability for death or personal injury to the extent caused by ServeGuard and not lawfully limitable; or any liability or remedy that applicable law does not allow ServeGuard to exclude or limit. The limitations apply to the maximum extent permitted even if a remedy fails of its essential purpose. Some jurisdictions provide nonwaivable rights, and those rights remain effective.

16. Your limited indemnity

To the extent permitted by law, you will indemnify ServeGuard from a third-party claim arising directly from your intentional fraud, willful unlawful conduct, infringement by content you submitted, or unauthorized use of another person's identity or account. This obligation does not apply to claims caused by ServeGuard, a restaurant, ordinary consumer use, or your good-faith report of an allergy or safety concern. ServeGuard will provide prompt notice and reasonable control of the defense, and no settlement may impose a nonmonetary obligation on you without your consent.

17. Dispute resolution; individual arbitration; opt-out

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHT TO GO TO COURT.

Before filing a claim, you and ServeGuard must send written notice describing the dispute, requested relief, and contact information and allow 30 days for good-faith informal resolution. Send notice to legal@serveguardapp.com and the mailing address below. ServeGuard will send notice to the contact information associated with your account.

Except for the exceptions below, a dispute arising from these Terms or the Diner Service will be resolved by binding individual arbitration administered by the American Arbitration Association ("AAA") under the AAA Consumer Arbitration Rules then in effect. The Federal Arbitration Act governs. ServeGuard will pay arbitration fees to the extent required by those rules or applicable law. The arbitrator may award the same individual remedies a court could award and must apply applicable law and these Terms. The hearing may occur by video, telephone, documents, or in person as the rules and arbitrator allow, with reasonable consideration for your residence and ability to participate.

You and ServeGuard may bring an eligible individual case in small-claims court. Either party may seek temporary or preliminary court relief to protect against unauthorized access, misuse, or infringement while arbitration is pending. Nothing prevents you from reporting to or seeking relief from a government agency.

Claims may proceed only on an individual basis. Neither you nor ServeGuard may bring or participate in a class, collective, coordinated, consolidated, mass, or representative action, and an arbitrator may award relief only to the individual claimant. A court decides the enforceability of this class waiver; other questions of arbitrability are decided by the arbitrator. If the class waiver is unenforceable for a particular claim, that claim must proceed in court and the remainder remains in arbitration. YOU AND SERVEGUARD WAIVE A JURY TRIAL TO THE EXTENT PERMITTED BY LAW.

You may opt out of arbitration by sending an email to legal@serveguardapp.com with the subject "Arbitration Opt-Out" within 30 days after you first accept these Terms. Include your full name, account email if any, mailing address, and an unambiguous statement that you opt out. Opting out does not affect your access to the Diner Service. An opt-out applies only to you and not to another account or person.

This section does not limit nonwaivable rights or special procedures available under the law of your state. If AAA cannot administer the arbitration and the parties cannot agree on a substitute, a court may appoint an arbitrator under 9 U.S.C. § 5.

18. Governing law and venue

The Federal Arbitration Act governs Section 17. Otherwise, Georgia law governs without regard to conflict-of-law rules, except that mandatory consumer protections of your state of residence continue to apply. For a dispute not subject to arbitration or small-claims court, you and ServeGuard consent to the state or federal courts located in Fulton County, Georgia, unless applicable consumer law requires a different forum.

19. Application-store terms

If you download the Diner Service from Apple's App Store, these Terms are between you and ServeGuard, not Apple. Apple has no obligation to provide maintenance or support and is not responsible for claims relating to the Diner Service. To the extent required by Apple's standard terms, Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce the applicable app-store provisions. You represent that you are not located in a country subject to a United States government embargo and are not on a prohibited or restricted-party list.

20. Changes to these Terms

We may update these Terms for legal, security, operational, or product reasons. We will post the revised Terms and effective date and give additional notice for material changes. We may require renewed acceptance. Changes do not retroactively waive a dispute or materially expand use of previously collected consumer health data without consent required by law. If you do not agree to updated Terms, stop using the affected Diner Service and delete your account before they take effect.

21. General terms

These Terms and the referenced privacy notices are the entire agreement concerning your use of the Diner Service. You may not assign your rights or obligations without our consent; ServeGuard may assign these Terms to an affiliate or successor. Failure to enforce a provision is not a waiver. If a provision is unenforceable, it will be modified or severed to the minimum extent necessary, and the rest remains effective. Electronic acceptance and records satisfy writing and signature requirements where lawful. Headings are for convenience. ServeGuard is not liable for delay caused by events beyond reasonable control.

22. Contact

ServeGuard LLC 335 Dunhill Way Dr Alpharetta, GA 30005 United States

Support: support@serveguardapp.com Privacy requests: privacy@serveguardapp.com Legal and arbitration notices: legal@serveguardapp.com